



**Order under Section 69
Residential Tenancies Act, 2006**

File Number: LTB-L-085917-25

In the matter of: 1412, 390 DAWES RD
EAST YORK ON M4B2E5

Between: Amaz Property Management Inc. Landlord

And

Natalee McFarlane Tenant

Amaz Property Management Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Natalee McFarlane (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 15, 2026.

The Landlord's legal representative, Emily Barbaty and the Tenant attended the hearing.

Determinations:

Amending the application

1. At the hearing, the Tenant stated that Elenor Heffenden was not a Tenant under the tenancy agreement and had signed solely as a guarantor at the outset of the tenancy. The Landlord's legal representative confirmed the Tenant's statement and consented to her removal from the application. As a result, I find that Elenor Heffenden is not a tenant within the meaning of the *Residential Tenancies Act, 2006* (the "Act"), and the application is amended to remove her as a named respondent.

N4 Notice of Termination

2. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
3. As of the hearing date, the Tenant was still in possession of the rental unit.
4. The lawful rent is \$1,415.52. It is due on the 1st day of each month.

5. Based on the Monthly rent, the daily rent/compensation is \$46.54. This amount is calculated as follows: $\$1,415.52 \times 12$, divided by 365 days.
6. The Tenant has paid \$250.00 to the Landlord since the application was filed.
7. The rent arrears owing to January 31, 2026 are \$6,827.92.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlord collected a rent deposit of \$1,381.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
10. Interest on the rent deposit, in the amount of \$35.72 is owing to the Tenant for the period from January 1, 2025 to January 15, 2026.

Relief from eviction

11. The Landlord's legal representative requested a standard 11-day eviction order, submitting that the Tenant has made minimal payments since the application was filed and that this is not the first occasion on which the Tenant has fallen into rent arrears.
12. The Tenant has resided in the rental unit since 2015. She testified that the arrears began to accrue after she sustained a workplace injury. The Tenant further testified that she returned to employment as an Activation Coordinator at a long-term care home on December 29, 2025, but is awaiting the processing of her WSIB claim and has also applied for assistance through the Rent Bank. The Tenant requested an opportunity to preserve the tenancy and proposed a repayment plan for the arrears, acknowledging that ongoing rent must be paid in full and on time.
13. The Tenant testified that her current monthly employment income is approximately \$3,500.00 and that her monthly expenses total approximately \$2,475.00, including rent, hydro, groceries, cellular phone, internet, transportation, credit card payments, and financial support provided to her children abroad.
14. The Tenant proposed to pay \$2,000.00 per month toward the arrears in addition to her monthly rent, with payments to be made on the 15th day of each month. Based on the evidence before me, I am not satisfied that payments of \$2,000.00 per month are feasible given the Tenant's income and necessary expenses. However, I find that a payment of \$1,000.00 per month toward the arrears is reasonable and attainable. I further find that a repayment period of seven months, at \$1,000.00 per month, is a reasonable timeframe to address the arrears.
15. I find it appropriate to grant a conditional order. The Tenant has demonstrated a long-term tenancy, a recent return to employment, and credible efforts to obtain additional financial assistance. Granting a conditional order provides the Tenant with an opportunity to remedy the arrears while ensuring that the Landlord's interests are protected. Any prejudice to the Landlord is reduced, as the Landlord retains the right to seek eviction if the Tenant fails to

comply with the terms of the conditional order. Accordingly, I find a conditional order is warranted in this case.

16. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would not be unfair to grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.

It is ordered that:

1. The Tenant shall pay to the Landlord the amount of \$7,013.92, representing arrears of rent to January 31, 2026 and costs.
2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:
 - a) \$1,000.00 each month from **February 15, 2026 to July 25, 2026**, on or before the 15th day of each corresponding month; and
 - b) \$1,013.92 on or before August 15, 2026
2. The Tenant shall also pay to the Landlord new rent on time and in full as it comes due and owing for the period **February 1, 2026 to August 31, 2026**, or until the arrears are paid in full, whichever date is earliest.
3. If the Tenant fails to make any one of the payments in accordance with this order, the outstanding balance of any arrears of rent and costs to be paid by the Tenant to the Landlord pursuant to paragraph 1 of this order shall become immediately due and owing and the Landlord may, without notice to the Tenant, apply to the LTB within 30 days of the Tenant's breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenant and requiring that the Tenant pay any new arrears, NSF fees and related charges that became owing after January 31, 2026.

January 22, 2026
Date Issued

Christina Philp
Member, Landlord and Tenant Board

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